

EXHIBIT A

TS-2054385-47 #6
Record 5th

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

NORTH PLAINFIELD HOLDING L.L.C.
(Assignor)

and

NORTH PLAINFIELD VF L.L.C.
(Assignee)

Dated: As of 1 day of March, 2000

PROPERTY LOCATION:

1200 Highway 22,
North Plainfield, New Jersey

Cole Schotz Meisel Farnham & Leonard, P.A.
25 Main Street
P.O. Box 600
Hackensack, New Jersey 07602-0800
Attention: Richard W. Abramson, Esq.

RECORD & RETURN TO:
Court Explorers, Inc.
300 Rector Place
New York, NY 10260
(212) 946-6824
TS-Vornado

RECORDED IN DEED

BK2287 PG458



12-3-2200

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (the "Assignment"), made as of the 1 day of March, 2000, by and between North Plainfield Holding L.L.C., having an office at c/o Vornado Finance L.L.C., Park 80 West, Plaza II, Saddle Brook, New Jersey 07663 (hereinafter referred to as "Assignor"), and North Plainfield VF L.L.C., having an office at c/o Vornado Finance L.L.C., Park 80 West, Plaza II, Saddle Brook, New Jersey, 07663, Attention: Vornado Finance L.L.C. Commercial Mortgage-Backed Securities, Series 2000-VNO (hereinafter referred to as "Assignee").

WITNESSETH:

WHEREAS, Assignor is the holder of the lessee's interest under the Ground Lease described in Schedule "A" annexed hereto (the "Ground Lease") assigned by North Plainfield Holding Corporation by operation of law to Assignor pursuant to a Certificate of Merger filed with the New Jersey Secretary of State and affecting property located in North Plainfield, New Jersey more particularly described in Schedule "B" annexed hereto (the "Premises"), upon which Premises are located certain improvements (said improvements, collectively, being referred to herein as the "Buildings");

WHEREAS, Assignor desires to assign to Assignee all of its right, title and interest in, to, and under the Ground Lease; and

WHEREAS, Assignee desires to assume all of the obligations of the lessee under the Ground Lease to the extent accruing from and after the date hereof.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns to Assignee all of its right, title, and interest in, to, and under the Ground Lease.
2. Assignor hereby assigns all of its rights, title and interest in, to and under any instruments, agreements or documents to which Assignor is a party relating to the leasehold estate created by the Ground Lease (the "Related Documents").
3. Assignee hereby accepts the foregoing assignment. Assignee, for the benefit of Assignor, covenants and agrees on behalf of Assignee, the legal representatives and the successors and assigns of Assignee, to keep, observe, and perform from and after the date of the delivery hereof each and every one of the terms contained in the Ground Lease and the Related Documents accruing after the date hereof.

A: Mr. [illegible] has Ground Lease, and
Reference to 22. 1419

BK 2287P6459

SCHEDULE A

1. Lease between Jack Bardy, Philip M. Bardy, Jeanette Bardy, widow, Evelyn Bardy Hodes, as partners, trading as Bardy Realty Company, a partnership (Landlord) and Plainfield Atlantic Corp. (Tenant) dated December 10, 1961, as evidenced by short form Lease dated December 20, 1961 and recorded May 22, 1962 in Deed Book 1013 Page 405, as amended by, including, but not limited to, the following:

Assignment of Lease by and between Plainfield Atlantic Corp. (Assignor) and George Siegler and Morton A. Siegler (Assignee) as recorded in Deed Book 1343 Page 326.

Amendment of Lease by and between Dora Bardy, Widow, Philip Bardy, Jeanette Bardy Levy and Evelyn Bardy Hodes, as partners trading as Bardy Realty Company, a Partnership, and Borough Holding Co., a New Jersey corporation (Landlord) and George Siegler and Morton A. Siegler (Tenant) dated November 4, 1969.

meane assignments of Tenant's interest into North Plainfield Associates Limited Partnership as evidenced by Assignment recorded January 13, 1966 in Deed Book 1566 Page 812.

Assignment of Ground Lease by and between North Plainfield Associates Limited Partnership, (Assignor) and North Plainfield Holding Corporation (Assignee) dated February 28, 1968 and recorded March 15, 1969 in Deed Book 1726 Page 865.

The said North Plainfield Holding Corporation merged into North Plainfield Holdings L.L.C. by Certificate of Merger filed with the New Jersey Secretary of State.

A:\U. Plainfield MA Upload Lease.mpd
February 25, 2008

BK2287PG461

EXHIBIT B



2006060956

Sp 410018mw

BRETT A. RADI COUNTY CLERK
SOMERSET COUNTY, NJ
2006 SEP 12 09:59:28 AM
BK: 6044 PG: 168-168
INSTRUMENT # 2006060956

RECORD AND RETURN TO:
Sutherland Asbill & Brennan LLP
1114 Avenue of the Americas, 40th floor
New York, New York 10036
Attn: Kimberly Maupin, Paralegal

Chicago Title Insurance Co.
2446 Church Road
3rd Floor
Toms River, NJ 08753
3626.80107

MEMORANDUM OF LEASE

This **MEMORANDUM OF LEASE** (this "Memorandum of Lease") is made and entered into effective this 23rd day of August 2006, by and between **NORTH PLAINFIELD VF L.L.C.**, a New Jersey limited liability company (hereinafter referred to as "Landlord"), having an address c/o Vornado Realty Trust, 210 Route 4 East, Paramus, New Jersey 07652, and **CIRCUIT CITY STORES, INC.**, a Virginia corporation (hereinafter referred to as "Tenant"), having an address of Deep Run I, 9950 Mayland Drive, Richmond, Virginia 23233.

WITNESSETH:

WHEREAS, as of the date hereof, Landlord is the holder (by mesne assignments) of the sublessee's interest in and to that certain Lease dated August 1, 1980, as evidenced by Memorandum of Lease dated November 25, 1980, and recorded March 17, 1981, in Deed Book 1437 Page 424; and

WHEREAS, Landlord and Tenant have entered into that certain lease (the "Lease"), dated as of August 23, 2006, whereby Landlord has sub-subleased to Tenant a building (the "Premises") on certain real property located in the Borough of North Plainfield, County of Somerset, State of New Jersey, the legal description of which real property is set forth on Exhibit "A" attached hereto (the "Property"), together with certain non-exclusive easements in, over, upon across and through certain areas of the Property and other easement rights as set forth in the Lease.

The Lease contains provisions and rights appurtenant to the Property, some of which are as follows:

- I. **Term.** The original Term of the Lease is for a period of ten (10) years, commencing on the Commencement Date (as established in the Lease based upon the earlier to occur of (i) the 180th day next following Delivery of Possession, or (ii) the date Tenant opens the Premises for business. Thereafter, Tenant has the right under the Lease to renew and extend the term of the Lease for two (2) successive periods of five (5) years each. If the Natural Expiration Date shall occur between October 1st and December 31st, then the Natural Expiration Date shall be automatically extended until the January 31st immediately following the Natural Expiration Date.
- II. **Successors.** The covenants, conditions and agreements made and entered into by the parties hereto shall be binding upon and inure to the benefits of their respective heirs, administrators, executors, representatives, successors and assigns.

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WO508813.3

DBL 5940-158
12-9-1206

- III. Incorporation of Lease. All terms and conditions of the Lease are hereby incorporated herein by reference as if fully set forth herein.
- IV. Conflicts with Lease. This Memorandum of Lease is solely for notice and recording purposes and shall not be construed to alter, modify, expand, diminish or supplement the provisions of the Lease. In the event of any inconsistency between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall govern.
- V. Location of the Lease. Said Lease is on file at the offices of Tenant, at the address stated above.
- VI. Landlord hereby represents that it has appointed Vornado Realty Trust ("Vornado"), whose address is 210 Route 4 East, Paramus, New Jersey 07652, as its authorized signatory to execute the Lease and this Memorandum of Lease. Tenant acknowledges that Vornado will not be acting in a personal capacity, but rather in a representative capacity as the authorized signatory for Landlord. Tenant agrees that it shall look only to Landlord for the performance of Landlord's obligations under the Lease and for the satisfaction of any right of Tenant for the collection of any claim, judgment or other judicial determination (whether at law or in equity) or arbitration award requiring the payment of money, and neither Vornado nor any of its agents, incorporators, shareholders, beneficiaries, trustees, officers, directors, employees, partners, principals (disclosed or undisclosed) or affiliates or any of their respective assets or property shall be subject to any claim, judgment, levy, lien, execution, attachment or other enforcement procedure (whether at law or in equity) for the satisfaction of Tenant's rights and remedies under or with respect to the Lease, the relationship of Landlord and Tenant under the Lease or under law, or Tenant's use and occupancy of the Premises or any liability or obligation of Landlord to Tenant. The limitation of Vornado's liability under the Lease, including any waiver of subrogation rights, shall apply with equal force and effect to, and as a limitation on and a waiver of any liability of, Vornado.
- VII. Counterparts. This Memorandum of Lease may be executed in one or more identical counterparts, and as so executed by all parties hereto shall constitute a single instrument.

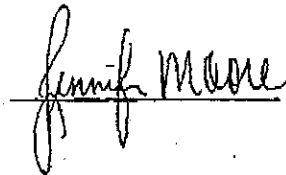
[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Memorandum of Lease has been duly executed by the parties hereto as of the day and year first above written.


LANDLORD:

NORTH PLAINFIELD VF L.L.C.,
a New Jersey limited liability company

WITNESS:



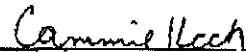
By: Vornado Realty Trust,
as its Authorized Signatory

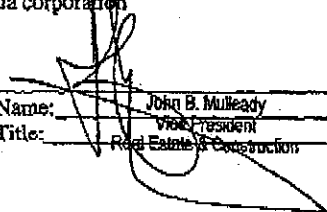
By: 
Name: Sandeep Mathrani
Title: Executive Vice President

TENANT:

CIRCUIT CITY STORES, INC.,
a Virginia corporation

WITNESS:

By: 

By: 
Name: John B. Mulready
Title: Vice President
Real Estate Construction